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Counsel for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN

Chapter 11

**EIGHTEENTH OMNIBUS MOTION FOR
ENTRY OF ORDER APPROVING
REJECTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES
PURSUANT TO 11 U.S.C. § 365(a)**

Hearing Date: July 27, 2023

Hearing Time: 1:30 p.m.

Estimated Time for Hearing: 20 Minutes

**PLEASE TAKE NOTICE THAT IF YOU ARE RECEIVING NOTICE OF THIS
MOTION, YOU SHOULD LOCATE YOUR NAME AND CONTRACT OR LEASE
LISTED ON EXHIBIT 2 ATTACHED HERETO. NAMES ARE LISTED
ALPHABETICALLY WITH THE CORRESPONDING CONTRACT OR LEASE**

Cash Cloud, Inc. (“Cash Cloud” or “Debtor”), debtor and debtor in possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), by and through its undersigned counsel, Fox Rothschild LLP, respectfully submits this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit 1**,¹ approving the rejection of contracts and/or unexpired leases set forth in **Exhibit 2** attached hereto pursuant to Bankruptcy Code² § 365(a). This Motion is made and based on the *Declaration of Daniel Ayala* (the “Ayala Declaration”) filed in support hereof, the following points and authorities, the papers and pleadings on file with the Court in this Chapter 11 Case, and any oral argument the Court may entertain at the hearing on the Motion.

Dated this 23rd day of June, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

JEANETTE E. MCPHERSON, ESQ. (5423)

BRETT A. AXELROD, ESQ. (5859)

NICHOLAS A. KOFFROTH, ESQ. (16264)

ZACHARY T. WILLIAMS, ESQ. (16023)

1980 Festival Plaza Drive, Suite 700

Las Vegas, Nevada 89135

Counsel for Debtor

POINTS AND AUTHORITIES

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory basis for the relief requested herein is 11 U.S.C. §§ 105(a), and § 365(a) and Bankruptcy Rules 6006 and 9014.

4. Pursuant to Local Rule 9014.2, the Debtor consents to entry of final order(s) or judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

¹ After notice of this Motion, revisions to this proposed order may be made.

² All references to “chapter” and “section” herein shall be to the “Bankruptcy Code” appearing in Title 11 of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure.

II. BACKGROUND

A. Debtor's Filing

5. On February 7, 2023 (the "Petition Date"), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

6. The Debtor is authorized to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. An Official Committee of Unsecured Creditors was appointed on or about February 17, 2023.

B. Debtor's Business And Contracts And/Or Leases

8. The Debtor was formed as a Nevada corporation for the purpose of providing a platform for customers to buy and sell digital currencies through Digital Currency Machines ("DCMs") distributed across the United States. DCMs are an advanced version of the kiosks commonly referred to as Bitcoin ATMs or BTMs, that enable a consumer to both (a) buy bitcoin as well as 30+ other digital currencies with cash, and (b) sell digital currency for cash. The Debtor's machines are DCMs offering two-way functionality, over 30 digital currency options, an advanced user interface and a custom non-custodial companion wallet app (available on the Apple App Store and the Google Play Store). See Ayala Declaration.

9. In connection with the installation, operation, and use of the DCMs, or kiosks ("Kiosks"), Cash Cloud entered into numerous contracts (the "Contracts") or leases ("Leases") with various parties ("Counterparty" or "Counterparties").

10. Specifically, the Debtor is a party to Contracts or Leases pertaining to the installation of Kiosks at retail locations, including convenience stores, malls, and enterprise grocery stores. Such Contracts or Leases generally provide Cash Cloud permission to install a Kiosk at a certain location ("Location") in exchange for compensation being paid to the Counterparty. The terms in the Contracts and/or Leases vary. Under certain "master" Contracts and/or Leases, wherein such Contract or Lease governs the installation of Kiosks at multiple, different Locations (as set forth within the exhibits attached to the Contract or Lease), the Contract or Lease contains terms that provide not only for the termination of the master agreement, as a whole, but also for either the

Debtor or the Counterparty to terminate certain identified Locations. See Ayala Declaration.

11. In addition, the Debtor is also a party to numerous Contracts or Leases necessary for its general operations. See Ayala Declaration.

12. On May 8, 2023, the Debtor filed Debtor's Motion For Order Extending Deadline To Assume, Assume And Assign, Or Reject Unexpired Nonresidential Real Property Leases Pursuant To 11 U.S.C. § 365(d)(4) wherein the Debtor requested an extension of time to assume or reject all of its unexpired non-residential real property leases.

13. On June 6, 2023, the Court entered an Order Extending Deadline To Assume, Assume And Assign, Or Reject Unexpired Nonresidential Real Property Leases Pursuant To 11 U.S.C. § 365(d)(4) [ECF 619] extending the time for the Debtor to assume or reject Leases to July 14, 2023.

C. Sale of the Debtor's Assets

14. On April 7, 2023, the Debtor filed a Motion for Entry of an Order: (A) Approving Auction and Bidding Procedures for Potential Plan Sponsors or the Purchase of Substantially All of the Debtors Assets; (B) Approving Form Notice to Be Provided to Interested Parties; and (C) Scheduling a Hearing to Consider Approval of the Highest and Best Transaction, Cure Objections, and Confirmation of the Proposed Toggle Plan [ECF No. 392].

15. On April 27, 2023, the Court entered an Order Establishing Bidding Procedures and Related Deadlines [ECF No. 483] (the "Bid Procedures Order").

16. The Bid Procedures Order approved bidding procedures governing the sale of substantially all of Debtor's assets.

17. In accordance with the Bid Procedures Order, the Debtor held an auction for the sale of substantially all of the Debtor's assets on June 2, 2023. The bid presented by Heller Capital Group, LLC ("Heller Capital") for the purchase of certain of the Debtor's assets was selected as one of the winning bids.

18. Heller Capital will be purchasing certain of the Debtor's Kiosks, including without limitation, Kiosks used in connection with the Contracts and Leases subject to the Motion.

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D. Rejection of Contracts And/Or Leases

19. The Debtor has made the decision to reject the Contracts and/or Leases after undertaking a financial analysis of the expense to the Debtor's estate associated with each Contract or Lease, and the benefits to the estate and its creditors associated with each Contract or Lease. Based upon the Debtor's financial analysis of the Contracts and/or Leases, the Debtor, in its business judgment, has determined that the Contracts and/or Leases set forth in the Motion are financially burdensome and do not provide benefit to the estate. Among other things, the Debtor considered the need for the Contracts and/or Leases, the cure costs associated with assuming the contracts, and ongoing administrative expenses. The Contracts and/or Leases that are listed on Exhibit 2 are no longer needed and are not a source of value for the Debtor's future operations, creditors, or interest holders. Further, the Debtor seeks to avoid depletion of the estate through accrual of administrative expenses associated with these Contracts and/or Leases. In addition, the Debtor has determined that there is no value in attempting to assume and assign the Contracts and/or Leases. See Ayala Declaration.

E. Requested Relief

20. Bankruptcy Code section 365(a) authorizes the Debtor, subject to this Court's approval, to reject any executory contract or unexpired lease. Based on its business judgment, Debtor has determined that the Contracts and/or Leases are financially burdensome to the estate and do not provide benefit to the estate. See Ayala Declaration. Accordingly, the Debtor seeks authority to reject the Contracts and/or Leases set forth on **Exhibit 2** as of the date of the filing of this Motion to prevent the incurrence of ongoing administrative expenses with respect to the Contracts and/or Leases. See Ayala Declaration.

III. MEMORANDUM OF LAW**A. The Debtor's Decision To Reject The Contracts And/Or Leases Should Be Approved**

21. Section 365 of the Bankruptcy Code provides that "the trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "Under the Code, most courts have applied a 'business judgment' test to trustees' decisions to assume or reject contracts or leases." 3 Collier on Bankruptcy ¶ 365.03[2] (16th Ed.

2016). “In making its determination, a bankruptcy court need engage in only a cursory review of a debtor-in-possession’s decision to reject the contract.” Agarwal v. Pomona Valley Med. Group, Inc. (In re Pomona Valley Med. Group, Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (internal punctuation omitted).

22. “[I]n evaluating the rejection decision, the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate.” Id., at 670. In the Ninth Circuit, a bankruptcy court “should approve the rejection of an executory contract under § 365(a) unless it finds that the debtor-in-possession’s conclusion that rejection would be advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice.” Id. (internal punctuation omitted).

23. The Debtor’s decision to reject the Contracts and/or Leases reflects the Debtor’s exercise of sound business judgment and is in the best interests of the Debtor, its estate, and its creditors. The Debtor has determined that the Contracts and/or Leases are not necessary for the Debtor’s operations and are financially burdensome and not beneficial to the estate. The Leases are not a source of potential value for the Debtor’s future operations, creditors, or interest holders, and are believed to not be marketable given their terms and constitute an unnecessary drain on the Debtor’s limited resources. See Ayala Declaration. Accordingly, the Debtor submits that its decision to reject the Contracts and/or Leases is a sound exercise of its business judgment and should be approved.

B. Rejection As of the Date of the Filing of This Motion

24. This Court has authority to approve the rejection of executory contracts or leases as of the date of the filing of the motion for rejection. Section 365 of the Bankruptcy Code does not expressly provide whether courts may order rejection to be effective retroactively. However, courts have held that bankruptcy courts may exercise their equitable powers in granting such a retroactive order when they conclude that doing so promotes the purposes of Section 365, and that after balancing the equities of a case, equities weigh in favor the debtor. See, e.g., Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.), 392 F.3d 1064, 1065 (9th Cir. 2004) (affirming

order authorizing rejection as of date of filing of motion), cert. denied, 564 U.S. 814 (2005); Thinking Machines Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.), 67 F.3d 1021, 1028-29 (1st Cir. 1995) (bankruptcy court has power to approve rejection as of date of filing motion); In re Amber's Stores, Inc., 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996)(holding that the lease should be deemed rejected as of the petition date due to the equities of case). Although this caselaw pertains to the rejection of nonresidential real property leases, the rationale contained therein is applicable to executory contracts. The Ninth Circuit in In re At Home Corp., explained that “the equitable authority recognized in Thinking Machines has been imported to contexts other than unexpired nonresidential leases,” citing to Malden Mills Indus., Inc. v. Maroun (In re Malden Mills Indus., Inc.), 303 B.R. 688, 701 (B.A.P. 1st Cir. 2004) and its application of this principle to abandonment of personal property. 392 F.3d at 1070. The Debtor further notes that the Ninth Circuit’s holding in In re At Home Corp., 392 F.3d 1064 (9th Cir. 2004) allowing rejection as of the date of the motion has been found to be undisturbed by the Court’s holding in Roman Catholic Archdiocese of San Juan v. Acevedo Feliciano, ___ U.S. ___, 140 S.Ct. 696 (2020). See In re Player’s Poker Club, Inc., 636 B.R. 811 (Bankr. C.D.Cal. 2022).

25. Balancing the equities in this case, approving rejection of the Contracts and/or Leases as of the date of this Motion is appropriate. The Debtor has promptly filed this Motion and promptly set it for hearing giving Counterparties notice of this Motion and the Debtor’s intention. Without the authority to reject as of the Motion filing date, the Debtor may be forced to incur potential administrative expenses for agreements that provide no benefit to the estate to the detriment of creditors and other stakeholders. Further, allowing the Debtor to reject the Contracts and/or Leases will not unduly prejudice the Counterparties because the Counterparties will receive notice of the Motion and therefore will have sufficient opportunity to object if they so choose. Indeed, the Counterparties may benefit from the rejection as they will be relieved of obligations under the Contracts and/or Leases. Accordingly, the rejection of the Contracts and/or Leases should be approved as of the date of the Motion.

V. RESERVATION OF RIGHTS

26. Nothing contained herein is intended or should be construed as an admission of the

1 validity of any claim against the Debtor, a waiver of the Debtor's rights to dispute any claim, or an
 2 approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy
 3 Code. The Debtor expressly reserves its rights to contest any invoice or claim related to the relief
 4 requested herein in accordance with applicable law.

5 VI. NOTICE

6 27. Notice of this Motion has been given by electronic mail or first class mail to the
 7 following parties or their counsel: (a) the Office of the United States Trustee for the District of
 8 Nevada; (b) counsel for the Official Committee of Unsecured Creditors; (c) counsel to Debtor's
 9 secured creditors; (d) the counterparties to the Contracts and/or Leases; and (e) all parties that have
 10 filed a Rule 2002 Notice Request in the Chapter 11 Case. In light of the nature of the relief
 11 requested, Debtor respectfully submits that such notice is appropriate and sufficient under the
 12 circumstances and that no further notice is necessary.

13 CONCLUSION

14 WHEREFORE, for all of the foregoing reasons, Debtor respectfully requests that this Court
 15 enter an Order granting this Motion, substantially in the form attached hereto as **Exhibit 1**, and
 16 (a) approving the rejection of the Contracts and/or Leases set forth on **Exhibit 2** attached hereto, as
 17 of the date of the filing of this Motion; and (b) granting such other and further relief as this Court
 18 deems appropriate.

19 Dated this 23rd day of June, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

JEANETTE E. MCPHERSON, ESQ. (5423)

BRETT A. AXELROD, ESQ. (5859)

NICHOLAS A. KOFFROTH, ESQ. (16264)

ZACHARY T. WILLIAMS, ESQ. (16023)

1980 Festival Plaza Drive, Suite 700

Las Vegas, Nevada 89135

Counsel for Debtor

EXHIBIT 1
PROPOSED ORDER

BRETT A. AXELROD, ESQ.
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Counsel for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re
CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN
Chapter 11
**ORDER GRANTING EIGHTEENTH
OMNIBUS MOTION FOR ENTRY OF
ORDER APPROVING REJECTION OF
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES PURSUANT TO 11
U.S.C. § 365(a)**
Hearing Date: July 27, 2023
Hearing Time: 1:30 p.m.

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

The Court having reviewed and considered Debtor's motion [ECF ____] (the "Motion")¹ for an order approving the rejection of Contracts and/or Leases pursuant to 11 U.S.C. § 365(a); and upon consideration of the Ayala Declaration and arguments of counsel; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; the Court having determined that the rejection of the Contracts and/or Leases is a sound exercise of the Debtor's business judgment and is in the best interests of Debtor, its creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby,

ORDERED that the Motion is **GRANTED** in its entirety; and it is further

ORDERED that the Debtor's rejection of the Contracts and/or Leases, attached hereto as **Exhibit 1**, pursuant to 11 U.S.C. § 365(a) is approved effective as of the date of the filing of the Motion; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation or interpretation of this Order; and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion.

Prepared And Respectfully Submitted By:

FOX ROTHSCHILD LLP

By: _____

JEANETTE E. MCPHERSON, ESQ.
BRETT A. AXELROD, ESQ.
NICHOLAS A. KOFFROTH, ESQ.
ZACHARY T. WILLIAMS, ESQ.
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135

Counsel for Debtor

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- ☐ The Court has waived the requirement of approval in LR 9021(b)(1).
- ☐ No party appeared at the hearing or filed an objection to the motion.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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EXHIBIT 1 TO PROPOSED ORDER
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

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Counterparty	Counterparty Address	Description
AgileSouth LLC	625 N University Dr Pembroke Pines, FL 33024	Master Service Agreement
Alteryx	Attn: Amanda Martin 3345 Michelson Drive Irvine, CA 92612	Service Agreement
American Deposit Management, LLC	Attn: Kelly A. Brown or Robert Zondag W220 N3451 Springdale Road Pewaukee, WI 53072	Deposit Account Agency Agreement
Bancsource	Attn: Donna Williams 3130 South Delaware Springfield, MO 65804	Service Agreement
BitAccess, Inc.	Attn: Moe Adham 267 Richmond Rd. Ottawa ON K1Z 6X3 Canada	Loan Agreement
BitAccess, Inc.	Attn: Moe Adham 267 Richmond Rd. Ottawa ON K1Z 6X3 Canada	Amendment to Master Purchase Agreement
BitAccess, Inc.	Attn: Moe Adham 80 Aberdeen St Ottawa ON K1S 3J5 Canada	Master Purchase Agreement
BitAccess, Inc.	Attn: Moe Adham 80 Aberdeen St Ottawa ON K1S 3J5 Canada	Service Level Agreement
Black Hole Investments LLC f/k/a EZ Coin LLC	Attn: Zachary Chaltiel & Edouard Chaltiel 480 NW Albemarle Ter Portland, OR 97210	Tolling Agreement
Brandon Arner	2745 Trotood Lane Las Vegas, NV 89108	Cash Cloud Services Agreement
Business Technology Partners, LLP.	1751 Lake Cook Road, Suite 400 Deerfield, IL 60015	Agreement
Calebe Rossa	1025 Aspen Lane Mansfield, TX 76063	Service Agreement
Caravel Partners LLC	795 Folsom Street, 1st Floor San Francisco, CA 94107	Agreement
Cennox	Attn: Lauren Wajsman 1015 Windward Ridge Pkwy Alpharetta, GA 30005	
Cheq Technologies Inc	450 Park Ave S New York, NY 10016	Agreement
Clay Global, LLC	Attn: Anton Zykin 300 Broadway San Francisco, CA 94133	Service Agreement
Competitive Media Reporting, LLC d/b/a Kantar Media Intelligence	3 World Trade Center New York, NY 10007	License Agreement
Consult HR Partners, LLC	Attn: Jennifer Martinez 3230 Southgate Cir #123 Sarasota, FL 34239	HR Service Agreement

**EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER –
EIGHTEENTH OMNIBUS REJECTION MOTION**

Counterparty	Counterparty Address	Description
Converz Media Group LLC	17011 Beach Blvd Huntington Beach, CA 92647	Advertising Agreement
Craig Jones	Unit C, Callejon J Bato St Gagalangin Tondo Metro Manila 1013 Philippines	Coin Cloud Service Agreement
Cruview LLC dba Marketrade	Attn: John C Nicholson 4701 Sangamore Road Bethesda, MD 20816	Agreement/Statement of Work
CRYPTIO	101, rue de Sèvres – 75006 Paris France	SAAS License Agreement
Elliptic Inc.	1732 1st Ave #23346 New York, NY 10128	Elliptic US Engagement Letter
Environmental Systems Research Institute, Inc.	Attn: Shannon Robertson 380 New York Street Redlands, CA 92373-8118	Service Agreement
Escalate Communications LLC	1501 San Elijo Road South, #104-307 San Marcos, CA 92078	Retainer Consulting Agreement
EZ Coin LLC	5580 S Fort Apache Rd Las Vegas, NV 89147	Services Agreement
FalconX Limited	Attn: Ana De Sousa Level G, Office 1/1191 Ta' Xbiex XBX 1120 Malta	Crypto Trading Agreement
Fireblocks, Inc.	221 River Street, 9th Floor Hoboken, NJ 07030	Fireblocks License Agreement
Geographic Information Services, Inc.	Attn: Stephanie Lindley 2100 Rivershase Center Birmingham, AL 35244	Service Agreement
Granite Mobility	100 Newport Ave Ext. Quincy, MA 02171	Coin Cloud-Granite Partnership Agreement
JMF Facets, LLC	c/o Jewelers Mutual Group 24 Jewelers Park Dr Neenah, WI 54956	Services Agreement
KIOSK Information Systems, Inc.	Attn: Joe Sawicki, Jenni Pitton & Kim Kenney 346 S. Arthur Ave Louisville, CO 80027	Software service agreement
Lo Flo LLC	Attn: Luis Flores-Monroy 3275 South Jones Blvd., Suite 105 Las Vegas, NV 89146	Lo Flo LLC Services Agreement for Coin Cloud
Lola Tech Limited	Attn: Nick Boni 1 Mark Square London EC2A 4EG United Kingdom	Services Agreement
LucaNet (North America) LLC	Attn: Dominik Duchon 1900 Market Street Philadelphia, PA 19103	Service Agreement
Michael Tomlinson	89 Vista Rafael Pkwy. Reno, NV 89503	Employment Agreement
Michael Tomlinson	89 Vista Rafael Pkwy. Reno, NV 89503	Loan Agreement
Mix Panel	One Front Street, 28th Floor San Francisco, CA 94111	Agreement

**EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER –
EIGHTEENTH OMNIBUS REJECTION MOTION**

Counterparty	Counterparty Address	Description
MomentFeed, Inc.	14005 Live Oak Ave Irwindale, CA 91706	Master Services Agreement
MomentFeed, Inc.	3415 S. Sepulveda Blvd, Suite 1100 Los Angeles, CA 90034	Partnership Agreement
MomentFeed, Inc.	3415 S. Sepulveda Blvd, Suite 1100 Los Angeles, CA 90034	Master Services Agreement
National Services, LLC	Attn: Stefanie Farmer & Dean Smith 315 Trane Dr Knoxville, TN 37919	Service Agreement
Netlify, Inc.	2343 3rd Street #296 San Francisco, CA 94107	Master Services Agreement
OptConnect Management LLC	Attn: Chris Baird 865 W 450 N, Suite 1 Kaysville, UT 84037	Master Products and Services Agreement
Pelican Communications, Inc.	Attn: Richard Scherer 67 Front Street Danville, CA 94526	Master Marketing Agreement
PeopleWare Staffing, Inc.	Attn: Sheryl Rooker 302 W Grand Ave #4 El Segundo, CA 90245	Full Time Placement Agreement
Perry Leon	1217 Horn Avenue, Suite 103 Los Angeles, CA 90069	Partially Executed Service Agreement
Prize Logic, LLC	25200 Telegraph Rd Southfield, MI 48033	Master Services Agreement
Robert Parker Mundo	2455 W Serene Ave, Apt 3-723 Las Vegas, NV 89123	Property Agreement
SafeGraph, Inc.	1624 Market St Ste 226, #53755 Denver, CO 80202	Master Data License Agreement
Scandit Inc	Attn: Austin Tittle 711 Atlantic Ave 5th Floor Boston, MA 02111	Agreement
Socure, Inc.	Mountain Workspace, 885 Tahoe Blvd, Suite 11 Incline Village, NV 89451	Master Services Agreement
Spanner Product Development	Attn: Giles Lowe 15 W San Fernando St San Jose, CA 95113	Agreement
Sygnia	Attn: Oren Wortman 94a Yigal Alon St. Tel Aviv 6789155 Israel	Services Agreement
Talon.One Inc	One Boston Place, Suite 2600 Boston, MA #02108	Master SAAS Agreement
Tatro Management LLC	Attn: Keith Tetrault 4256 Pinetree Lane Cincinnati, OH 45245	Finders Fee Agreement
Tecniflex, LLC. dba Bancsource	3130 South Delaware Springfield, MO 65804	ATM Liability agreement
UAB Simplex Payment Services	AB Nuvei, Lvivo g. 37-101 LT-09307 Vilnius Lithuania	Partner Agreement for Referrals

**EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER –
EIGHTEENTH OMNIBUS REJECTION MOTION**

Counterparty	Counterparty Address	Description
Unit21 Inc.	343 Sansome St. Ste 1600 San Francisco, CA 94104	Master Services Agreement
Verizon Wireless	Attn: Correspondence Team P.O. Box 15069 Albany, NY 12212	Wireless Service - Acct No. 342307585-00001
Verizon Wireless	Attn: Correspondence Team P.O. Box 15069 Albany, NY 12212	Wireless Service - Acct No. 342307585-00002
Virginia Varela	6151 Fordham Way Sacramento, CA 95831	Client Service Agreement - Virginia Varela
Vision IT Consulting, Inc.	Attn: Blanca Ramos 187 E Warm Springs Rd Las Vegas, NV 89119	Software Development Agreement
Vision IT Consulting, Inc.	Attn: Blanca Ramos 187 E Warm Springs Rd Las Vegas, NV 89119	Software Maintenance and Support Agreement
Vision IT Consulting, Inc.	Attn: Blanca Ramos 187 E Warm Springs Rd Las Vegas, NV 89119	Software Development Agreement
Vision IT Consulting, Inc.	Anillo Vial III 174-1, Col. Saldarriaga Carlos Salinas de Gortari, Qro. 76267 Mexico	Software Development Agreement
Woodforest National Bank	1213 E. Trinity Mills Road Carrollton, TX 75006	Electronic Funds Transfer Agreement
Wyre Payments, Inc.	1550 Bryant St. San Francisco, CA 94103	Wyre Referral Agreement
Zero Hash LLC	327 N Aberdeen St # 210 Chicago, IL 60607	Platform Operator Agreement

EXHIBIT 2
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

Counterparty	Counterparty Address	Description
AgileSouth LLC	625 N University Dr Pembroke Pines, FL 33024	Master Service Agreement
Alteryx	Attn: Amanda Martin 3345 Michelson Drive Irvine, CA 92612	Service Agreement
American Deposit Management, LLC	Attn: Kelly A. Brown or Robert Zondag W220 N3451 Springdale Road Pewaukee, WI 53072	Deposit Account Agency Agreement
Bancsource	Attn: Donna Williams 3130 South Delaware Springfield, MO 65804	Service Agreement
BitAccess, Inc.	Attn: Moe Adham 267 Richmond Rd. Ottawa ON K1Z 6X3 Canada	Loan Agreement
BitAccess, Inc.	Attn: Moe Adham 267 Richmond Rd. Ottawa ON K1Z 6X3 Canada	Amendment to Master Purchase Agreement
BitAccess, Inc.	Attn: Moe Adham 80 Aberdeen St Ottawa ON K1S 3J5 Canada	Master Purchase Agreement
BitAccess, Inc.	Attn: Moe Adham 80 Aberdeen St Ottawa ON K1S 3J5 Canada	Service Level Agreement
Black Hole Investments LLC f/k/a EZ Coin LLC	Attn: Zachary Chaltiel & Edouard Chaltiel 480 NW Albemarle Ter Portland, OR 97210	Tolling Agreement
Brandon Arner	2745 Trotood Lane Las Vegas, NV 89108	Cash Cloud Services Agreement
Business Technology Partners, LLP.	1751 Lake Cook Road, Suite 400 Deerfield, IL 60015	Agreement
Calebe Rossa	1025 Aspen Lane Mansfield, TX 76063	Service Agreement
Caravel Partners LLC	795 Folsom Street, 1st Floor San Francisco, CA 94107	Agreement
Cennox	Attn: Lauren Wajzman 1015 Windward Ridge Pkwy Alpharetta, GA 30005	
Cheq Technologies Inc	450 Park Ave S New York, NY 10016	Agreement
Clay Global, LLC	Attn: Anton Zykin 300 Broadway San Francisco, CA 94133	Service Agreement
Competitive Media Reporting, LLC d/b/a Kantar Media Intelligence	3 World Trade Center New York, NY 10007	License Agreement
Consult HR Partners, LLC	Attn: Jennifer Martinez 3230 Southgate Cir #123 Sarasota, FL 34239	HR Service Agreement

**EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER –
EIGHTEENTH OMNIBUS REJECTION MOTION**

Counterparty	Counterparty Address	Description
Converz Media Group LLC	17011 Beach Blvd Huntington Beach, CA 92647	Advertising Agreement
Craig Jones	Unit C, Callejon J Bato St Gagalangin Tondo Metro Manila 1013 Philippines	Coin Cloud Service Agreement
Cruview LLC dba Marketrade	Attn: John C Nicholson 4701 Sangamore Road Bethesda, MD 20816	Agreement/Statement of Work
CRYPTIO	101, rue de Sèvres – 75006 Paris France	SAAS License Agreement
Elliptic Inc.	1732 1st Ave #23346 New York, NY 10128	Elliptic US Engagement Letter
Environmental Systems Research Institute, Inc.	Attn: Shannon Robertson 380 New York Street Redlands, CA 92373-8118	Service Agreement
Escalate Communications LLC	1501 San Elijo Road South, #104-307 San Marcos, CA 92078	Retainer Consulting Agreement
EZ Coin LLC	5580 S Fort Apache Rd Las Vegas, NV 89147	Services Agreement
FalconX Limited	Attn: Ana De Sousa Level G, Office 1/1191 Ta' Xbiex XBX 1120 Malta	Crypto Trading Agreement
Fireblocks, Inc.	221 River Street, 9th Floor Hoboken, NJ 07030	Fireblocks License Agreement
Geographic Information Services, Inc.	Attn: Stephanie Lindley 2100 Rivershase Center Birmingham, AL 35244	Service Agreement
Granite Mobility	100 Newport Ave Ext. Quincy, MA 02171	Coin Cloud-Granite Partnership Agreement
JMF Facets, LLC	c/o Jewelers Mutual Group 24 Jewelers Park Dr Neenah, WI 54956	Services Agreement
KIOSK Information Systems, Inc.	Attn: Joe Sawicki, Jenni Pitton & Kim Kenney 346 S. Arthur Ave Louisville, CO 80027	Software service agreement
Lo Flo LLC	Attn: Luis Flores-Monroy 3275 South Jones Blvd., Suite 105 Las Vegas, NV 89146	Lo Flo LLC Services Agreement for Coin Cloud
Lola Tech Limited	Attn: Nick Boni 1 Mark Square London EC2A 4EG United Kingdom	Services Agreement
LucaNet (North America) LLC	Attn: Dominik Duchon 1900 Market Street Philadelphia, PA 19103	Service Agreement
Michael Tomlinson	89 Vista Rafael Pkwy. Reno, NV 89503	Employment Agreement
Michael Tomlinson	89 Vista Rafael Pkwy. Reno, NV 89503	Loan Agreement
Mix Panel	One Front Street, 28th Floor San Francisco, CA 94111	Agreement

**EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER –
EIGHTEENTH OMNIBUS REJECTION MOTION**

Counterparty	Counterparty Address	Description
MomentFeed, Inc.	14005 Live Oak Ave Irwindale, CA 91706	Master Services Agreement
MomentFeed, Inc.	3415 S. Sepulveda Blvd, Suite 1100 Los Angeles, CA 90034	Partnership Agreement
MomentFeed, Inc.	3415 S. Sepulveda Blvd, Suite 1100 Los Angeles, CA 90034	Master Services Agreement
National Services, LLC	Attn: Stefanie Farmer & Dean Smith 315 Trane Dr Knoxville, TN 37919	Service Agreement
Netlify, Inc.	2343 3rd Street #296 San Francisco, CA 94107	Master Services Agreement
OptConnect Management LLC	Attn: Chris Baird 865 W 450 N, Suite 1 Kaysville, UT 84037	Master Products and Services Agreement
Pelican Communications, Inc.	Attn: Richard Scherer 67 Front Street Danville, CA 94526	Master Marketing Agreement
PeopleWare Staffing, Inc.	Attn: Sheryl Rooker 302 W Grand Ave #4 El Segundo, CA 90245	Full Time Placement Agreement
Perry Leon	1217 Horn Avenue, Suite 103 Los Angeles, CA 90069	Partially Executed Service Agreement
Prize Logic, LLC	25200 Telegraph Rd Southfield, MI 48033	Master Services Agreement
Robert Parker Mundo	2455 W Serene Ave, Apt 3-723 Las Vegas, NV 89123	Property Agreement
SafeGraph, Inc.	1624 Market St Ste 226, #53755 Denver, CO 80202	Master Data License Agreement
Scandit Inc	Attn: Austin Tittle 711 Atlantic Ave 5th Floor Boston, MA 02111	Agreement
Socure, Inc.	Mountain Workspace, 885 Tahoe Blvd, Suite 11 Incline Village, NV 89451	Master Services Agreement
Spanner Product Development	Attn: Giles Lowe 15 W San Fernando St San Jose, CA 95113	Agreement
Sygnia	Attn: Oren Wortman 94a Yigal Alon St. Tel Aviv 6789155 Israel	Services Agreement
Talon.One Inc	One Boston Place, Suite 2600 Boston, MA #02108	Master SAAS Agreement
Tatro Management LLC	Attn: Keith Tetrault 4256 Pinetree Lane Cincinnati, OH 45245	Finders Fee Agreement
Tecniflex, LLC. dba Bancsource	3130 South Delaware Springfield, MO 65804	ATM Liability agreement
UAB Simplex Payment Services	AB Nuvei, Lvivo g. 37-101 LT-09307 Vilnius Lithuania	Partner Agreement for Referrals

**EXHIBIT 2 TO MOTION AND EXHIBIT 1 TO NOTICE OF HEARING AND EXHIBIT 1 TO PROPOSED ORDER –
EIGHTEENTH OMNIBUS REJECTION MOTION**

Counterparty	Counterparty Address	Description
Unit21 Inc.	343 Sansome St. Ste 1600 San Francisco, CA 94104	Master Services Agreement
Verizon Wireless	Attn: Correspondence Team P.O. Box 15069 Albany, NY 12212	Wireless Service - Acct No. 342307585-00001
Verizon Wireless	Attn: Correspondence Team P.O. Box 15069 Albany, NY 12212	Wireless Service - Acct No. 342307585-00002
Virginia Varela	6151 Fordham Way Sacramento, CA 95831	Client Service Agreement - Virginia Varela
Vision IT Consulting, Inc.	Attn: Blanca Ramos 187 E Warm Springs Rd Las Vegas, NV 89119	Software Development Agreement
Vision IT Consulting, Inc.	Attn: Blanca Ramos 187 E Warm Springs Rd Las Vegas, NV 89119	Software Maintenance and Support Agreement
Vision IT Consulting, Inc.	Attn: Blanca Ramos 187 E Warm Springs Rd Las Vegas, NV 89119	Software Development Agreement
Vision IT Consulting, Inc.	Anillo Vial III 174-1, Col. Saldarriaga Carlos Salinas de Gortari, Qro. 76267 Mexico	Software Development Agreement
Woodforest National Bank	1213 E. Trinity Mills Road Carrollton, TX 75006	Electronic Funds Transfer Agreement
Wyre Payments, Inc.	1550 Bryant St. San Francisco, CA 94103	Wyre Referral Agreement
Zero Hash LLC	327 N Aberdeen St # 210 Chicago, IL 60607	Platform Operator Agreement